

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
(Alexandria)**

In re:

MARIA MARGARITA PANAS

Debtor.

MARIA MARGARITA PANAS

Movant,

V.

EAGLEBANK

Respondent.

**CONSENT ORDER MODIFYING AUTOMATIC STAY AND CO-DEBTOR STAY
AND IMPOSING AN EQUITABLE SERVITUDE
(1001 Galium Court, McLean, VA 22102)**

This matter came before the Court upon the Motion of the Debtor, Maria M. Panas (the “Debtor”), seeking to Impose the Automatic Stay Pursuant to 11 U.S.C. § 362(c)(4)(B) (the “Motion”).

And it appearing to the Court that the instant bankruptcy case was filed by the Debtor on November 29, 2019, and that no Order for Relief under 11 U.S.C. Chapter 13 was entered by the United States Bankruptcy Court for the Eastern District of Virginia (the “Court”) pursuant to 11

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U.S.C. § 362(c)(4)(A)(i) as a result of the Debtor's numerous prior bankruptcy cases filed with the Court identified by Case Nos. 17-12464-BFK, 19-10488-KHK, and 19-12516-BFK.

And the Parties having agreed that EagleBank is a secured creditor of the Debtor and the Debtor's husband, John Panas (the "Co-Debtor", EagleBank, the Debtor and the Co-Debtor are collectively referred to as the "Parties" herein), whose claim is based upon that certain Home Equity Line of Credit Agreement & Disclosure dated February 1, 2008 with an original credit limit of \$550,000.00, as modified or amended (the "Note"), and repayment of the Note is secured by the property located at 1001 Galium Court, McLean, VA 22102 (the "Property") by that certain Deed of Trust dated February 1, 2008 and recorded among the Land Records of Fairfax County, Virginia, as Instrument No. 2008002853.001 in Deed Book 19773, Page 0246, as modified or amended (the "Deed of Trust"), that repayment of the Note is in default and that cause exists to deny the Motion, to grant EagleBank relief from the Co-Debtor Stay imposed by 11 U.S.C. § 1301(a) and to impose an equitable servitude against the Property in favor of EagleBank.

And the Parties having agreed that that the automatic stay of 11 U.S.C. § 362(a) and the co-debtor stay of 11 U.S.C. § 1301(a) should be modified and that an equitable servitude shall be granted in favor of EagleBank in return for EagleBank's agreement to forbear from enforcing its Deed of Trust for a period of time.

UPON CONSIDERATION WHEREOF, it is, therefore, ADJUDGED and ORDERED that the Motion be, and the same hereby is, GRANTED in part as to the Debtor; and

It is further ADJUDGED and ORDERD that the Stay of 11 U.S.C. § 362(a) shall be imposed preventing the foreclosure sale of the Property until March 31, 2020; and

It is further ADJUDGED and ORDERED that that the Stay of 11 U.S.C. § 362(a) and the Co-Debtor Stay of 11 U.S.C. § 1301 against any acts of EagleBank, its successors and/or assigns or current noteholder to enforce under state law EagleBank's rights under the Deed of Trust against the Property, be and the same hereby are, TERMINATED effective April 1, 2020, thereby permitting foreclosure proceedings against the Property to be instituted and/or continued on the Deed of Trust, permitting EagleBank to exercise any rights it has to the Property and allowing EagleBank and any successor in interest to pursue the necessary legal means to obtain possession of the property; and

It is further ADJUDGED and ORDERED that should the Debtor or the Co-Debtor file a subsequent bankruptcy case, such filing shall immediately result in an equitable servitude on the Property for a period of three years to permit any foreclosure and eviction of the Property to be completed, neither 11 U.S.C. § 362 nor 11 U.S.C. § 1301 shall prevent the foreclosure and eviction of the Property in a subsequent bankruptcy case filed by the Debtor or the Co-Debtor during this period; and

It is further ADJUDGED and ORDERED that the relief granted by this Order SHALL NOT be impacted or vacated by the conversion of this case to a case under any other Chapter of the Bankruptcy Code; and

It is further ADJUDGED and ORDERED that that the relief granted by this Order SHALL NOT be impacted or vacated by the dismissal of this case notwithstanding anything contained in 11 U.S.C. § 349; and

It is further ADJUDGED and ORDERED that the termination of the stay on April 1, 2020 shall not be subject to the stay of order referenced in Fed. R. Bankr. P. 4001(a)(3).

Dated: _____, 2019

Dec 12 2019

/s/ Klinette H. Kindred

United States Bankruptcy Judge, Klinette H. Kindred

Entered on the docket Dec 12, 2019

WE ASK FOR THIS:

/s/ Benjamin P. Smith _____

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WE ASK FOR THIS:

/s/ Ashvin Pandurangi _____

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Attorney for Debtor and Co-Debtor

End of Order

Local Bankruptcy Rule 9022-1(C) Certification

Pursuant to Local Rule 9022-1(C), I hereby certify that the foregoing Proposed Consent Order was endorsed by EagleBank, the Debtor and the Co-Debtor, each by counsel, as stated below, as all of the necessary parties required to endorse foregoing Proposed Consent Order:

Ashvin Pandurangi (Va Bar No. 86966) - *Endorsed for Debtor and
AP Law Group, PLC Co-Debtor*
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Benjamin P. Smith (Va. Bar No. 90430) - *Endorsed for EagleBank*
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/s/ Benjamin P. Smith
Benjamin P. Smith